BRUHAT BANGALORE MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work:Comprehensive developments of Roads, Drains, Footpath & Providing Street Light for selected Arterial and Sub arterial roads in Rajajinagara Constituency Under Chief Minister Infrastructure Grants (CSSIP) Package No-02-RNR-2025-26.

Bangalore West City Corporation- Malleshwaram Zone
Office of the Executive Engineer, Rajajinagar Division, BWCC building, #161,
1st Floor, 19th Main, 2nd Block, Near Old Navarang Bus stop, Rajajinagar, Bangalore-10

Contact No: 9480688275 Email: eerajajinagarbbmp@gmail.com

No. EE(RNR)/ KPPP /02/2026-27 **Date:15.06.2026**

INVITATION FOR SHORT TERM TENDER (IFT)

(Through **GOK KPPP** only)

TWO COVER SYSTEM

1. The Executive Engineer, Rajajinagar Division, BWCC invites standard tender documents KW-4 on behalf of the Commissioner, BWCC, Bengaluru from eligible Tenderers registered in BWCC or equivalent registration with PWD/CPWD or any state Governmental Organization for the execution of works detailed in the table below. The tenderers may submit tenders for works given in the table through KPPP portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in)

2. Tender documents may be downloaded from the new KPPP of the Government of Karnataka

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.

4. Tenders must be submitted online through KPPP on or before as per calendar of events and the opening of tenders will be as per the KPPP guidelines.

5. Other details can be seen in the tender documents.

6. GST shall be paid to the tendered amount separately.

Sl No	Name of the Works	Amount put to tender in lakhs (Excluding GST)	EMD in Rupees	Period of Completion

1	Comprehensive developments of Roads, Drains, Footpath & Providing Street Light for selected Arterial and Sub arterial roads in Rajajinagara Constituency Under Chief Minister Infrastructure Grants (CSSIP) Package No-02-RNR-2025-26.	1412.00	15,00,000	11 Months

Time Schedule/Calendar of events:

1	Tender documents may be downloaded from the KPPP portal	:	From 15.06.2026 from 17.30 Hrs Onwards
2	Last date & time for tender Queries/Clarifications	:	On 22.06.2026 upto 17:30 Hrs
3	Pre-Bid Meeting	:	On 24.06.2026 at 16:00 Hrs
4	Last Date & Time for Receipt tenders	:	On 02.07.2026 upto 16:00 Hrs
5	Opening of Technical Bid	:	On 04.07.2026 at 16:00 Hrs
6	Opening of Financial Bid	:	After Approval of the Technical Bid.

NOTE:

1. Pre bid meeting will be held **on 24.06.2026 at 16.00 Hrs** in the **office of the Chief Engineer, Malleshwaram Zone, BWCC, Palike Soudha Building, 1st Floor, 14th cross, Chandra Layout, Bangalore-560072** to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.

2. Any corrigendum/addendum will be published in the KPPP Only.

3. Bids will be opened on the website https://kppp.karnataka.gov.in. in the office of the Executive Engineer, Rajajinagar Division.

4. Aspiring Bidders/Contractors who have not registered in KPPP should register before participating through the website https://kppp.karnataka.gov.in/Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.

5. All the required information required for Bids must be filled and submit online.

6. For details, registration and e-payment visit KPPP website https://kppp.karnataka.gov.in/ or contact KPPP Helpdesk at +91-9240214000 and +91-9240214001

Sd/-
Executive Engineer
Rajajinagar Division
Malleshwaram Zone, BWCC

Copy Submitted to the:

1. Copy submitted to the Chief Commissioner GBA for kind information.
2. Copy submitted to the Commissioner BWCC for kind information.
3. Copy submitted to the Addl. Commissioner (Developments) BWCC for kind information.
4. Copy submitted to the Chief Engineer, Malleshwarm Zone for kind information.
5. Copy submitted to the Superintendent Engineer, Malleswaram Zone for kind information.
6. Copy submitted to the Tender bulletin officer, GBA for requesting to publish the tender notification in tender bulletin.
7. Copy submitted to Chief Auditor and Chief Account officer for kind information.
8. Copy submitted to A.C.F Malleshwarm Zone for kind information.
9. Copy to CPRO with request to make arrangements for publication of notification in two leading daily Kannada and English News papers.
10. Copy to Acct. Suptd /Cashier of division office for needful.
11. Copy to I.T. Advisor with Soft copy for needful action to place in the GBA website.
12. Notice Board / Office copy.

Executive Engineer
Rajajinagar Division
Malleshwaram Zone, BWCC

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope ofTender

1.1 The Executive Engineer, Rajajinagar Division (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka /BWCC

2.2 **Tenders from Joint ventures are notacceptable.**

3. Qualification of theTenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualificationinformation.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2021-22 to 25-26)

(a) Achieved in at least two financial years a minimum financial turnover (in all classes ofcivil engineering construction works only) of**Rs.28.24Crores**

(b) Satisfactorily completed (at least 50% of the contract value) as prime contractor, at least similar nature of work value not less than**Rs.7.06Crores**

(c) Executed in any one year, the following minimum quantities ofwork:[1]

SL No	Item	Unit	Qty
1	Precast Cement Concrete Paver blocks 80 mm thick.	Sqm	5474.00
2	Earth work excavation by manual/mechanical means.	Cum	7366.00
3	Cement Concrete of all grades	Cum	1331.00
4	Precast kerb stones	Mtr	1646.00
5	Precast slabs	Sqm	2392.00
6	FRP Covers	Nos	273.00
7	WMM/GSB	Cum	3883.00
8	DBM/BC	Cum	3732.00
9	Hot applied thermoplastic compound 2.5 mm thick	Sqm	1939.00
10	Swaged Tubular electrical poles	Nos	130.00

Note: The work done certificate is to be issued by the competent Authority not less than Cadre of Executive Engineer (Also upload the Contract Bill i.e. paid voucher)

(D) (DELETED)

(E) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs…… in any one year;[3]**(DELETED)**

3.3 Each Tenderer should furtherdemonstrate:

(a) Availability by owning critical equipment original (RC book/card) are scanned and uploaded . and at least 50% of the required/specified key equipment for this work and the remaining 50% can be deployed on lease/hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are scanned and uploaded .

[1] Specify the principal items of works to be executed under this contract

Sl No	Description of Equipment	Qty	Ownership
1	Batch Mix Plant / Hot Mix plant	1 No	Own
2	Excavator	2 Nos	1 Own & 1 Lease at least 50% Own
3	Mechanical Paver Finisher	1 No	Own
4	Crane of capacity 5 to 20 Tonnes	1 No	Own
5	Vibratory Road Roller with Capacity 8-10 Tonnes	1 No	Own
6	Concrete Mixer Machine / Ajax	2 No	1 Own & 1 Lease at least 50% Own
7	Tipper	6 No	3 Own & 3 Lease at least 50% Own

Note :All Machineries document should be uploaded as per RTO rules.

[4]Updated to the FY 2026-27 in which the tenders are invited. Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.

[5]Specify the works which will be accepted as similar nature of works.

[6] Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.

(b) Liquid assets and /or availability of credit facilities of not less than **Rs.424.00**Lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak construction period)**

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 -B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to 2026-27 price level)* taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at 2026-27 price level, of existing commitments and on-going works to be completed during the next.....years *(period of completion of the works for which Tenders are invited)*(Please enclose the list of works duly signed)*

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.* ***Bill copies should beuploaded****.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if theyhave:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;and/or
- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rationaljustification.

4. One Tender perTenderer

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to bedisqualified.

5. Cost ofTendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for thosecosts.

6. Sitevisit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's ownexpense.

B. Tenderdocuments

7. Content of Tenderdocuments

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with thetender.

8. Clarification of TenderDocuments

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 Pre-tendermeeting:

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at office of the Chief Engineer, Malleshwaram Zone, BWCC, PalikeSoudha Building, 1st Floor, 14th cross, Chandra Layout, Bangalore-560072 on **24.06.2026 at 16.00 Hrs.**
8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at thatstage
8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before themeeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tendermeeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tenderdocuments

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuingaddenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tenderdocuments.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2below.

C. Preparation ofTenders

10. Documents comprising theTender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents asfollows:

10.1.1 FirstCover:

(a) Earnest Money Deposit;

(c) Qualification Information as per formats given in Section 3;

10.1.2 SecondCover:

(a) The Tender (in the format indicated in Section4)

(b) Priced Bill of Quantities (Section9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tenderprices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by theTenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating andrewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tendervalidity

12.1 Tenders shall remain valid for a period not less than 90 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer asnon-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in allrespects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the followingrates

a) Upto Rs.20 Lakhs -2.5%

b) Rs. 20 Lakhs and above uptoRs. 1 crore – 2% subject to a minimum of Rs.50,000/-

c) Rs. 1 crore and above uptoRs. 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-

d) Rs. 10 crores and above – 1% subject to a minimum of Rs.15,00,000/-. This earnest money deposit shall be in favour of The Executive Engineer, Rajajinagar Division, BWCC and may be in the form of Banker's cheque/ Demand draft/Pay Order, in favour of The Executive Engineer, Rajajinagar Division, BWCCpayable at Bangalore or specified Small Savings Instruments [2]pledged to The Commissioner,BWCC

e) Fixed Deposit Receipt (FDR) subject to the followingcondition

- Maturity date of FDRs issued by the Bank should be beyondthe date expected date of finalization of thetender.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 60 days **beyond** the validity of thetender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required PerformanceSecurity.

13.6 The earnest money deposit may beforfeited:

(a) If the Tenderer withdraws the Tender after tender opening during the period of tendervalidity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24;or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limitto

(i) sign the Agreement;or

(ii) furnish the required Securitydeposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shallprevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing thetender

[2] Refer Clause 12(1) Chapter IV of KTPP Rules 2000

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission ofTenders

15. Sealing and marking of tenders

15.1 The Tenderer shall seal the original and a copy of the Tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outerenvelope.

15.2 The **inner and outer** envelopesshall

(a) be addressed to the Employer at the followingaddress:

Office of the ExecutiveEngineer
RajajinagaraDivision
BWCC building, #161,1st Floor, 19th Main
2nd Block, Near Old Navarang Bus stop, Rajajinagar, Bangalore-10

b) (insert address of office for Tender submission)and bear the followingidentification:

- Tenderfor..... [name ofcontract]
- TenderReferenceNo..... [insertnumber]
- DO NOTOPENBEFORE .....[time and date for tender opening,per Clause 19]

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause17.

15.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of theTender.

16. Deadline for submission of theTenders

16.1 Tenders must be received by the Employer at the address specified above no later than **02.07.2026 upto 16.00 hours**. In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next workingday.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the newdeadline.

17. LateTenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to theTenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", asappropriate.

18.3 No Tender may be modified after the deadline for submission ofTenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders andtheexpirationoftheoriginalperiodofTendervalidityspecifiedinClause12.1above

or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening andevaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at **04.07.2026**, **16.00 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next workingday.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not beopened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened totenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by theEmployer.[3]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualifiedTenderers.[4]

20. Opening of Second Cover of qualified Tenderers andevaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next workingday.

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriatedetail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tenderopening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause20.3.

21. Process to beconfidential

[3] Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.

[4] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so inwriting.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers'Tender.

23. Examination of Tenders and determination ofresponsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tenderdocuments.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsiveTenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation orreservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer asfollows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[5];and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted willgovern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price asfollows:

[5] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

(a) making any correction for errors pursuant to Clause 24;and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tenderevaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tenderEvaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award ofContract

26. Awardcriteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause3.

27. Employer's right to accept any Tender and to reject any or allTenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer'saction.

28. Notification of award and signing ofAgreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "ContractPrice").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to theEmployer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Securitydeposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of Commsioner, BWCC payable at Bangaloreor
- A bank guarantee in the form given in Section 10;or
- Specified Small Savings Instruments pledged to Commissioner/ Executive Engineer, Rajajinagar Division, BWCC.

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduledbank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of thecontractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment andSecurity:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the ContractData.

31. Corrupt or Fraudulentpractices

31.1 The BWCC requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy,BWCC

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract inquestion;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BWCC contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BWCC contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

31.3 Suppression of any information/misleading information will lead to disqualification of tender/ action will be taken as per prevailing norms

SECTION 3: QUALIFICATIONINFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal statusofTenderer [Attach copy]

Place ofRegistration

_____ (Attach Copy)

Principal place of business:

_____

1.2 Total value of civilengineeringconstruction works executed and payments received in the lastfiveyears (inRs. Lakhs) Attach Certificate fromCharteredAccountant

2021-22…….
2022-23…….
2023-24…….
2024-25…….
2025-26 …….

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[6]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2021-22						
2022-23						
2023-24						
2024-25						
2025-26						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of thisTender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from	Anticipated date of completion

[6] Items of work for which data is requested should tally with that specified in ITT Clause 3

						Engineers –in-Charge	
1	2	3	4	5	6	7	8

(B) Works for which Tenders alreadysubmitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listedbelow.

Item of Equipment	Requirement[7]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last fiveyears;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract Provide Key propositional staff details along with their DegreeCertificate.

1. Team leader (1 no) 10 yearExperience.
2. Quality Engineer (2 nos) 5 yearExperience.
3. Site Engineer (3 nos) 3 yearExperience.
4. Draft man (2 nos) 2year Experience.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by theEmployer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format asunder:

[7] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

BANKER'S CERTIFICATE

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work,namely.....(*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. …… to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank
Manger with Signature
Address:……

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 Information on litigations in which the Tenderer isinvolved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as permilestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENTFORM

Form of Tender

Description of the Works:
……
……
.
(To be filled in by the Employer before issue of the Tender document)

Tender

To :……..

Address……..
……
(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of …….. *[in figures] (*……..) *[inletters]*.[8]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender youreceive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

NameofTenderer
Address:

[8] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Letter of Acceptance

(letterhead paper of theEmployer)

…….[date]

To:

……

…… [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated …… for execution of the ……..……

…… ….. *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees ……..……..

……(.....) [amount in wordsand figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount ofRswithin20daysofthereceiptofthisletterofacceptancevalidupto30daysfromthe date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

…….(date)

To

……
……
…… (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the constructionof .....(name of the work) a Tender Price of Rs……. , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title ofsignatory
Authorized to sign on behalf of
Employer)

Agreement Form

Agreement

This agreement, made the …….day of ……20 ....., between……
……
…….[name and address of Employer]
(hereinafter called “the Employer”) of the one part and ……..…….
……
…...[name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute ……...
……
……
…….[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of thisAgreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of theContract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by theContract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement,viz:
   - i) Letter ofAcceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor’sTender;
   - iv) ContractData;
   - v) Conditions of contract (including Special Conditions ofContract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities;and
   - ix) Any other document listed in the Contract Data as forming part of thecontract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of
……
……
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
……
……

in the presence of:
Binding Signature of Employer

……
Binding Signature of Contractor

SECTION 5: CONDITIONS OFCONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify definedterms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to theEmployer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the CompletionDate.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension oftime.
Materials are all supplies, including consumables, used by the contractor for incorporation in theWorks.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on theSite.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions ofContract.

2.2 The documents forming the Contract shall be interpreted in the following order ofpriority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with theworks

(3) Contractor'sTender
(4) ContractData
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantitiesand
(9) Any other document listed in the Contract Data as forming part of theContract.

3. Law governingcontract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer'sdecisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and theContractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying theContractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting(Deleted)

7.1 Deleted.

8. OtherContractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and theEmployer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in theContract.

10. Employer's and Contractor'srisks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor'srisks.

11. Employer'srisks

11.1 The Employer is responsible for the excepted risks whichare:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works;or

(b) a cause due solely to the design of the Works, other than the Contractor's design;or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experiencedcontractor:
  (i) could not have reasonably foreseen;or
  (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the followingmeasures;
    (A) prevent loss or damage to physical property from occurring by taking appropriate measuresor
    (B) insure against such loss ordamage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of theContractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor'sliabilityfordamagetotheEmployer'spropertyotherthantheWorksand
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or theirEmployees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debtdue.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurancepolicies.

14. Site InvestigationReports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the ContractData

15.1 The Employer will clarify queries on the ContractData.

16. Contractor to construct theWorks

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended CompletionDate

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended CompletionDate.

18. Approval by theEmployer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
18.2 The Contractor shall be responsible for the design of TemporaryWorks
18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the TemporaryWorks.
18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works whererequired.
18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before theiruse.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on theSite.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing withthem.

21. Possession of theSite

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to theSite

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for theworks.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site islocated.

24. Procedure for resolution ofDisputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer'sdecision.
24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final andbinding.
24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions ofContract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in theWorks.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and CompensationEvents.

26. Extension of the Intended CompletionDate

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended CompletionDate.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supportinginformation.

27. Delays ordered by theEmployer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within theWorks.

28. Managementmeetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remainingwork.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended themeeting.

C. QualityControl

29. Identifyingdefects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have aDefect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’snotice.

32. Uncorrecteddefects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay thisamount.

Cost Control

33. Bill of Quantities(BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by theContractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for eachitem

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work byhim

(a) Increase or decrease of any item of work included in the Bill of Quantities(BOQ);
(b) Omit any item ofwork;
(c) Change the character or quality or kind of any item ofwork;
(d) Change the levels, lines, positions and dimensions of any part of thework;
(e) Execute additional items of work of any kind necessary for the completion of the works;and
(f) Change in any specified sequence, methods or timing of construction of any part of thework.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approveddrawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BWCC has to be obtained for the variation exceeding 5%.

35. Payments forVariations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by theContractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award ofcontract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award ofcontract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor'scosts.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a CompensationEvent.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under thisClause.

36. Submission of bills forpayment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paidpreviously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and CompensationEvents.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of laterinformation.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of thegrants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in theContract.

38. Compensationevents

38.1 The following are Compensation events unless they are caused by theContractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the ContractData.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works ontime.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have noDefects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer’sRisks.

(f) The Employer unreasonably delays issuing a Certificate ofCompletion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall beextended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to theevent.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with theEmployer.

39. Tax

39.1 GST will be paid extra as per the prevailingnorms.

40. PriceAdjustment:

If the period of execution is more than 6 months but less than or equal to 12 months for work star rates in respect of specified materials (cement, steel and bitumen) (As per the G.O. No. FD 3 PCL 2008, Bangalore, Dated: 21.11.2008) shall be payable to the contractor. Or If the Completion Period is more than 12 months price escalation/ price adjustment is applicable and the star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement

40.1 Deleted

40.2 Deleted.

41. Liquidateddamages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor'sliabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment ofbill.

42. Advance Payments:(Deleted)

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate ofcompletion.

44. Cost ofRepairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts oromissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work iscompleted.

46. Takingover

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate ofCompletion.

47. Finalaccount

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revisedaccount.

48. As built drawings and /or Operating and MaintenanceManuals

48.1 If "as built"(*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the ContractData.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to theContractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of theContract.

49.2 Fundamental breaches of Contract include, but shall not be limited to thefollowing:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction oramalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by theEmployer;

(f) the Contractor does not maintain a security which isrequired;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing theContract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental ornot.

49.4 Notwithstanding the above, the Employer may terminate the Contract forconvenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonablypossible.

50. Payment uponTermination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done lessadvance

payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make paymentaccordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment wasmade

D. Special Conditions ofContract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer mayrequire.

2. Compliance with labourregulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by theEmployer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be asfollows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed inAnnexure)
(b) Arbitration proceedings shall be held at…....., Karnataka state (to be filled inby the Employer before issue of the Tender Documents),
(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each partyitself.
(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitrationproceedings.

5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of thework.

6. The Contractor should produce invoice for procurement of Bitumen, Steel, HDPE ducts, Geo-textile material along with bills. No payments will be made without suchinvoices.

7. Mix Designs for Concrete and Asphalt work should be got approved by Chief Engineer before commencement of Work.

9. The successful Tenderer should produce the proof for having taken steps to install batch mix plant (100/120) before signing the agreement..

[Add other Clauses specific to the work for which tenders are invited.]

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[9]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution(India);
3. Indian RoadsCongress;
4. Indian BuildingCongress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public HealthEngineers;
7. Institute of WaterWorks

[9] Add any other Organization considered suitable.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

- The Schedule of Operating and MaintenanceManuals [48]
- The Methodology and Program ofConstruction [25]
- Site InvestigationReports [14]
- The Schedule of Key and Critical Equipment to bedeployed on the work as per agreed program ofconstruction. [25]

Name: The commissioner
BWCC ,NR Square Bangaluru [1.1]

Name of authorizedRepresentative:_____

The name and identification number of the Contract is

Office of the ExecutiveEngineer
RajajinagaraDivision
BWCC building, #161,1st Floor, 19th Main, 2nd Block,Near Old Navarang Bus stop, Rajajinagar, Bangalore-10

The Works consist of Comprehensive developments of Roads, Drains, Footpath & Providing Street Light for selectedArterial and Sub arterial roads in Rajajinagara Constituency Under Chief Minister Infrastructure Grants (CSSIP) Package No-02-RNR-2025-26

The start date shall be the date of issue of notice to proceed withthe work. [1.1]

The Intended Completion Date for the whole of the Works **is 11 months including monsoon** with the following milestones [17, 26]

Milestone :

Physical works to be completed	Period from the date of issue of Notice to proceed with the work

Milestone 1 i.e**Financial progress for Rs: 513.45 Lakhs (36.36%) within 4 months from the date of work order**
Milestone 2 i.e**Financial progress for Rs: 1026.91 Lakhs (72.73%) within8 months from the date of work order.**
Milestone 3 i.e**Financial progress for Rs: 1412.00 Lakhs (100.00%) within 11 months from the date of work order.**
months

The Site Possession Date is:[11]One week from thework order [21]

The Site is located inBWCClimits [1.1]
and is defined in drawingsnos._____
_____

The Defects Liability Period is 3 years from the date of completionofWork/Project [31]

[10] At the time of preparation of the tender document give the period required for completion of whole work

and the milestones. When the Agreement is drawn after award of contract the dates can be put in.
[11] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example ‘one week after the issue of work order’

Insurance requirements areasunder: [13]

	Type of Cover	Minimum cover for Insurance[12]
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[13]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula;[14](Deleted)

[40]

The liquidated damages for the whole of the works are Rs.2,70,267.00/- (amount) per day[1] and that for the milestones are as under:

For Milestone 1: Rs 47025.00/- per day [41]
For Milestone 2: Rs 94051.00/-per day
For Milestone 3: Rs 129191.00/- Per day

The maximum amount of liquidated damages for the whole oftheworks [41]
is Ten percent of final contractprice.

The amounts of the advance paymentare:(Deleted) [42]

Repayment of advance paymentformobilization : Deleted
[42]

[16]The date by which "as-built"[17] drawings (in scale 1:1000[18]) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.
[19]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.
[48]

[12] Employer to specify as per requirement. Exclusions if any should also be specified.
[13] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.
[14] The Formula has some normal components. It should be changed if need be to suit the nature of the work.
[15] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.
[16] Score out whichever is not applicable.
[17] Completion drawings
[18] Specify an appropriate scale
[19] Score out whichever is not applicable.

[1] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is Rs.4.5 lakhs
(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of thecontract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 ofCC.

The percentage to apply to the value of the work not completed representing theEmployer's [50.1]
Additional cost for completing the Works shall be 30 percent (30%) .

SECTION 7: SPECIFICATIONS & BOQ

SECTION 8: DRAWINGS

SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITYDEPOSIT

To:.....*[name ofEmployer]*
…… *[address of Employer]*

WHEREAS …… *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ……. dated : …… to execute ……..*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with theContract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ……. *[amount of guarantee]* [20]_Rupees..... *[in words]*,and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limitsof .....*[amount of guarantee]*[21] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition ormodification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal oftheguarantor_____
NameofBank_____
Address _____
Date_____

[20] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Pricespecified in the Contract

[21] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Pricespecified in the Contract